SPIDER-MAN™

FRIEND OR FOE

EVERYONE 10+

CONTENT RATED BY ESRB

ACTIVISION®

⚠ WARNING: PHOTOSENSITIVITY/EPILEPSY/SEIZURES

READ BEFORE USING YOUR PLAYSTATION®2 COMPUTER ENTERTAINMENT SYSTEM.

A very small percentage of individuals may experience epileptic seizures or blackouts when exposed to certain light patterns or flashing lights. Exposure to certain patterns or backgrounds on a television screen or when playing video games may trigger epileptic seizures or blackouts in these individuals. These conditions may trigger previously undetected epileptic symptoms or seizures in persons who have no history of prior seizures or epilepsy. If you, or anyone in your family, has an epileptic condition or has had seizures of any kind, consult your physician before playing. IMMEDIATELY DISCONTINUE use and consult your physician before resuming gameplay if you or your child experience any of the following health problems or symptoms:

- dizziness
- altered vision
- eye or muscle twitches
- loss of awareness
- disorientation
- seizures
- any involuntary movement or convulsion

RESUME GAMEPLAY ONLY ON APPROVAL OF YOUR PHYSICIAN.

Use and handling of video games to reduce the likelihood of a seizure

- Use in a well-lit area and keep as far away as possible from the television screen.
- Avoid large screen televisions. Use the smallest television screen available.
- Avoid prolonged use of the PlayStation 2 system.
  Take a 15-minute break during each hour of play.
- Avoid playing when you are tired or need sleep.

Stop using the system immediately if you experience any of the following symptoms: lightheadedness, nausea, or a sensation similar to motion sickness; discomfort or pain in the eyes, ears, hands, arms, or any other part of the body. If the condition persists, consult a doctor.

WARNING TO OWNERS OF PROJECTION TELEVISIONS:

Do not connect your PlayStation 2 system to a projection TV without first consulting the user manual for your projection TV, unless it is of the LCD type. Otherwise, it may permanently damage your TV screen.

HANDLING YOUR PLAYSTATION 2 FORMAT DISC:

- This disc is intended for use only with PlayStation 2 consoles with the NTSC U/C designation.
- Do not bend it, crush it or submerge it in liquids.
- Do not leave it in direct sunlight or near a radiator or other source of heat.
- Be sure to take an occasional rest break during extended play.
- Keep this compact disc clean. Always hold the disc by the edges and keep it in its protective case when not in use. Clean the disc with a lint-free, soft, dry cloth, wiping in straight lines from center to outer edge. Never use solvents or abrasive cleaners.

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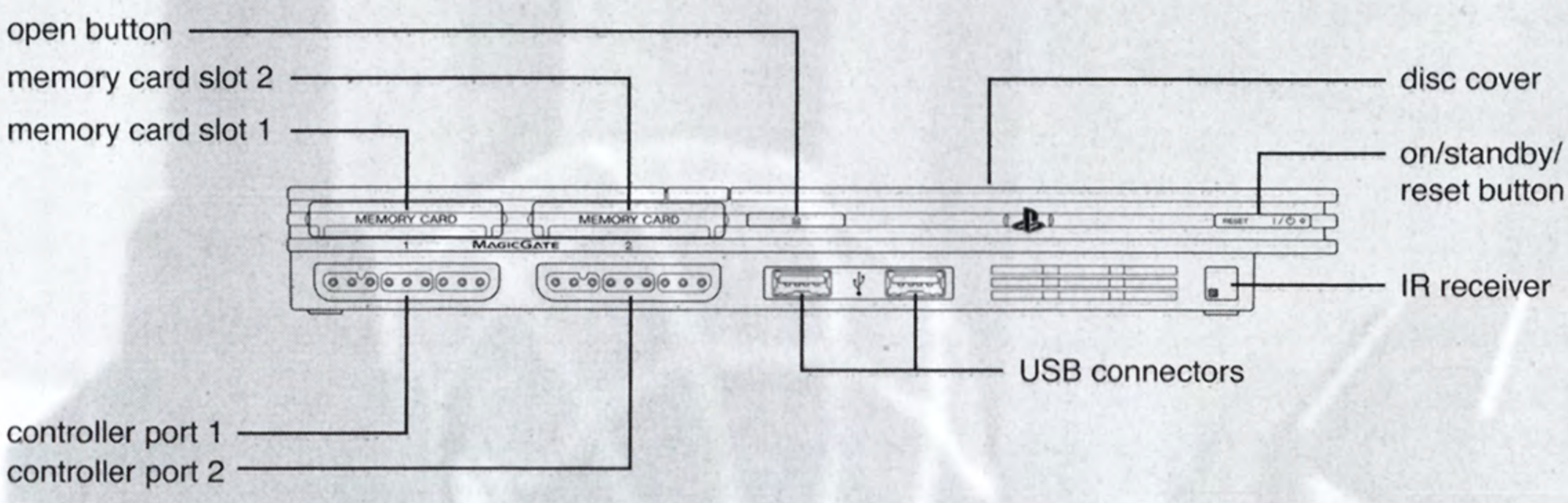
Getting Started



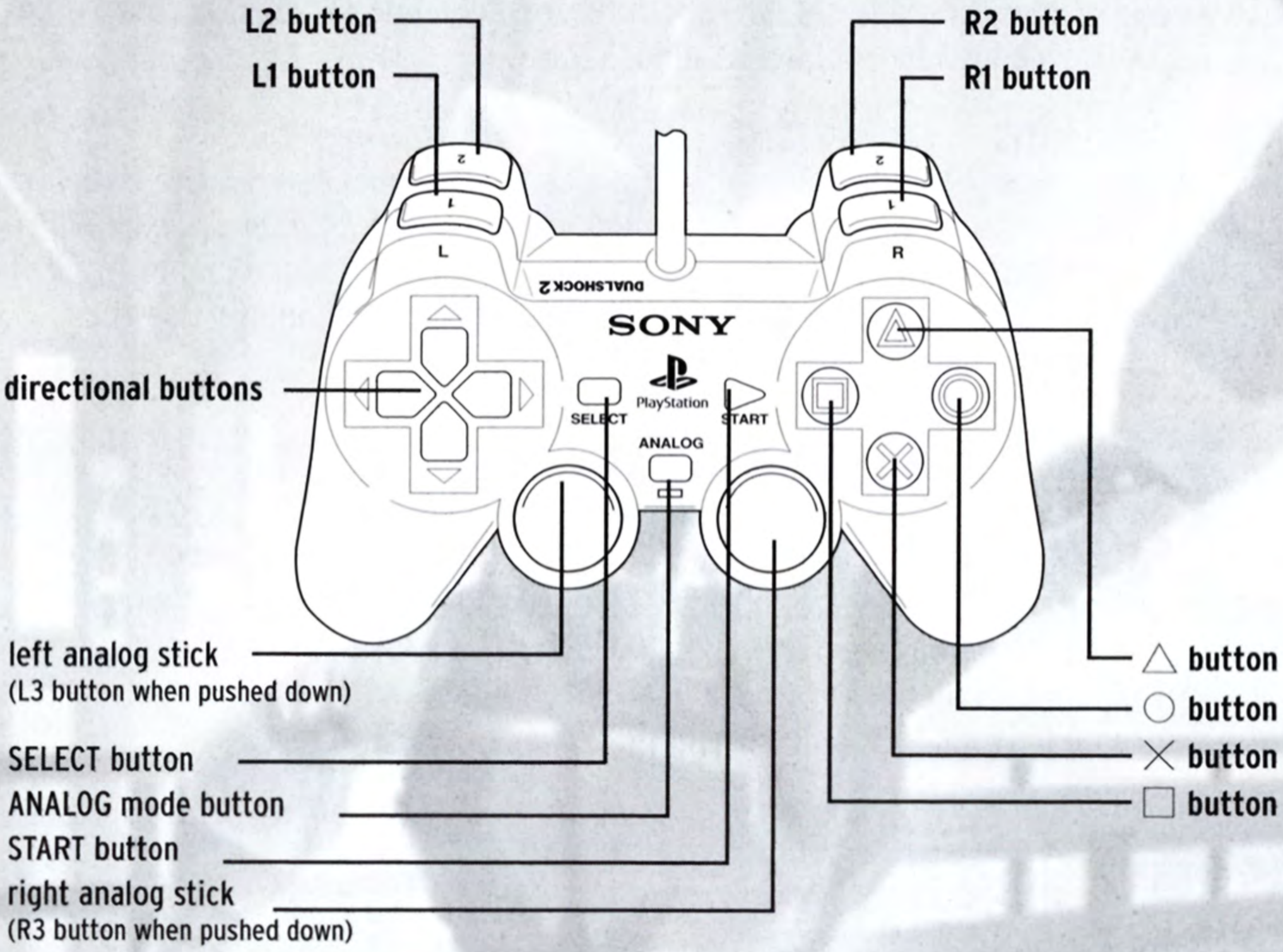
Set up your PlayStation®2 computer entertainment system according to the instructions supplied with your system. Check that the system is turned on (the on/standby indicator is green). Insert the *Spider-Man*™: *Friend or Foe* disc in the system with the label side facing up. Attach game controllers and other peripherals as appropriate. Follow the on-screen instructions and refer to this manual for information on using the software.

Memory Card (8MB)(for PlayStation®2)

To save game settings and progress, insert a memory card (8MB)(for PlayStation®2) into MEMORY CARD slot 1 of your PlayStation®2 system. You can load saved game data from the same memory card or any memory card (8MB)(for PlayStation®2) containing previously saved games.

Starting Up

DUALSHOCK®2 ANALOG CONTROLLER CONFIGURATIONS



To select menu options, use the ⬆ and ⬇ directional buttons to navigate. Highlight the desired option and press the ⊗ button to accept. To select a menu option, follow the on-screen button prompts and press the ⊗ button to accept and the △ button to go back. *Spider-Man*™: *Friend or Foe* supports the DUALSHOCK®2 analog controller. When Analog mode is on, the left analog stick works the same as the directional buttons.

Basic Controls

left analog stick	Movement Control
▣ button	Attack
◎ button	Grab/Web
⊗ button	Jump
directional buttons	Use Power Ups (⬆ = Hero Strike, ⬇ = Extra Health, ⬅ = Mega Damage, ➡ = Invincibility)
△ button	Swap Characters
L1/R1 buttons	Toggle Through Active Web Abilities (Spider-Man Only)
START	Pause Game

Navigating the Menus

The S.H.I.E.L.D. Helicarrier

The S.H.I.E.L.D. Helicarrier is the hub of the game. From inside the Helicarrier you can select your mission locations, change character sidekicks, view the Upgrade Lab and purchase web upgrades, upgrade sidekicks, purchase special power-ups, access Versus mode, select options and view cool bonus unlockables.

Mission Locations

Mission locations are accessed through the consoles on the main level of the Helicarrier. As each world location is unlocked, the touch pad in front of it will light up, signaling a new location is available. To access world locations, stand on the touch pad in front of a console and press the ⊗ button. Once inside the Mission Location menu, use the directional buttons to toggle through the available locations.

Note: Locations will be marked with a star once all DNA Helixes, Keystones and Versus Arenas are obtained.

Sidekick Select

The sidekick select console is located in the center of the main Helicarrier level. A hologram of the selected character will appear over the console. To select a sidekick, stand in front of the console and press the ⊗ button. Once in the Sidekick Select menu, use the directional buttons to toggle through the available characters.

Note: Sidekicks will be marked with a star once all of their upgrades have been obtained.

Upgrade Lab

The Upgrade Lab is located on the upper level of the Helicarrier, to the left of the stairs. From here you can check your Inventory and purchase new items, upgrade Spider-Man™'s abilities in the Web Lab, and upgrade sidekick abilities in the Character Upgrade menu.

Versus Mode Arenas

The Versus mode console is located on the main level of the Helicarrier, to the right of the Mission location consoles. From this menu you can see what Versus mode arenas you've unlocked, choose the arena you would like to play in, and choose the two characters to take into Versus mode. Versus mode is a Co-op-only feature.

Black-Suit Containment

The Black-Suit containment console is located on the main level of the Helicarrier, to the far right. From this menu you can select Black-Suited Spider-Man™ once he's unlocked.

Options

The Options menu console is located on the upper level of the Helicarrier, to the far right. It's also accessible from the Pause menu. This menu allows you to adjust save options, game settings and audio options.

Rewards

The Rewards console is located on the upper level of the Helicarrier, in the center of the screen. From here you can view all of your unlocked characters and locations as well as cool bonus goodies unlocked in the game.

Pause Menu

Press START to access the Pause menu while playing *Spider-Man*™: *Friend or Foe*. From the Pause menu you can exit to the Helicarrier, view the Options menu, view the Character Move List or drop out of Co-op play.

Saving the Game

If Auto Save is selected in the Options menu, the game will auto save at the end of each completed level. To make sure you're able to continue where you left off, be sure to create a saved game file at the start of the game. You can also manually save the game from the Options menu in the Helicarrier.

Game Modes

Spider-Man™: *Friend or Foe* features three modes of play: Single Player Story mode, Co-op Story Mode and Co-op Versus mode.

Single Player Story Mode – In Single Player mode, you have the option to play as either Spider-Man or his sidekick. When in Single Player mode, the second on-screen character will be controlled by AI. Switch between characters at any time by pressing and holding the △ button. To select a new sidekick character, return to the Helicarrier and go to the Sidekick Select console.

Co-op Story Mode – In Co-op Story mode, two players can join in the fun, either from the start or mid-game. *Spider-Man*™: *Friend or Foe* features a "drop in/drop out" Co-op play, so a friend can join at any time, even during Single Player mode. To add a second player during Single Player mode, insert a second controller and press START. To drop out of Co-op mode, go to the Pause menu and select the **Drop Out** option.

Co-op Versus Mode – In Versus mode, two players have the opportunity to play any unlocked character against one another. Super Villain™ against Super Villain, Super Hero™ against Super Hero, or Super Hero against Super Villain...the choice is yours.

Replay – Once a world level has been completed and unlocked, you have the option to go back and replay it with a new character at any time.

Pause Menu – Pausing in Helicarrier allows you to quit the game or drop out of Co-op play.

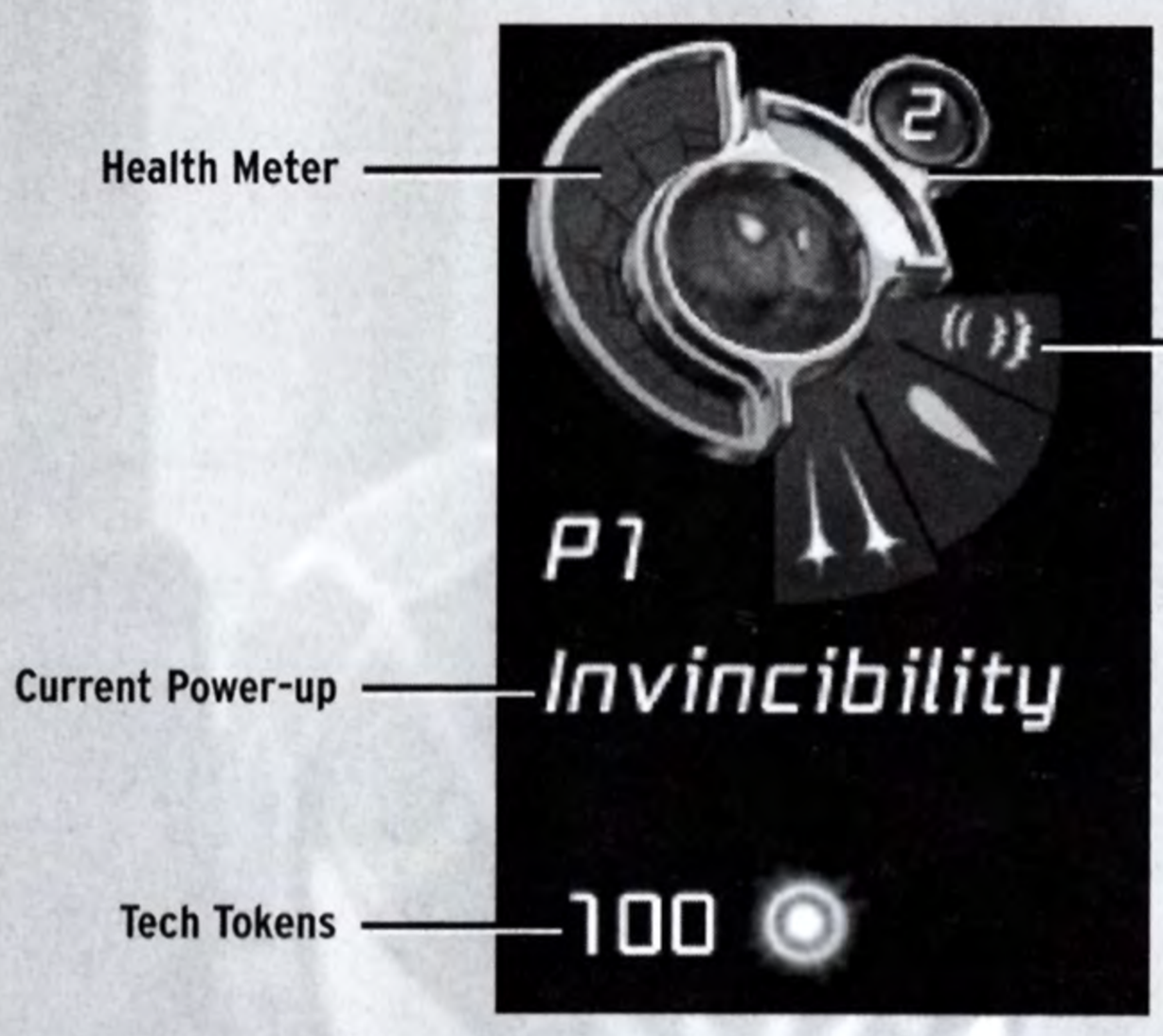
Heads-Up Display (HUD)

The HUD gives you quick easy access to your character information.

Current Ability – Spider-Man's currently selected ability will show next to his icon.

Health Meter – This red meter beside the character icon shows how much health your character has.

Combo Meter – This yellow meter and number beside the character icon shows your character's current combo level. The Combo meter will fill when you vary your moves and combination attacks. The higher the number displayed, the more tokens enemies will drop when defeated.



Tech Tokens – Tech tokens are dropped by defeated enemies and found inside objects. The number of tokens earned by each character are displayed at the bottom right and left of the screen. Tech tokens are used to upgrade characters and to purchase inventory items.

Keystones – Keystones open up secret areas. The number of keystones collected will be displayed at the bottom center of the screen.

Power-up Inventory – Temporary power-ups can be found inside objects throughout the worlds. As these are picked up, they're held in your inventory until you decide to use them. Once a power-up is collected, the inventory will flash on screen to show which item you got and where it is located. Inventory is only visible when getting a pick-up or when pausing the game. You'll see it top-center on the display screen.

Basic Combat

Spider-Man™ will start the game with his basic attacks and one special web attack—web line. As you progress through the game, two new web abilities will be unlocked—web shoot and web stun—and all abilities can be upgraded and modified in the Web Lab by using tech tokens collected during combat.

Sidekick characters will also start with their basic attacks and one special attack. All sidekicks can be upgraded by using tech tokens in the Character Upgrade menu. An additional special attack can be purchased with tech tokens as well.

Combos

Spider-Man has numerous combination moves he can do by combining attack, jump and grab/web button presses. Try various 2- and 3-button attack combos for powerful melee attacks. Spider-Man's acrobatic abilities allow him to do amazing flips, jumps and aerial attacks. Use a variety of jump and attack button combos to grab enemies out of the air or toss them up for team combos. And for spectacular web attacks, combine the grab/web button with jump or attack for devastating results.

Team Combos

The best part about having a sidekick with you is team combat. Spider-Man™ and his sidekicks can work together both in Single Player mode and Co-op mode to perform team attacks.

Swinging and Wall Sticking

Spider-Man can web swing by holding down the **Jump** (⊗) button. Swinging can be used for locomotion or as a devastating attack. Spider-Man can also stick to walls and launch attacks from a spot above the action. To wall stick, double-jump against a wall and hold the **Jump** (⊗) button.

Grappling and Throwing

Most enemies and objects can be held, grabbed or thrown by Spider-Man and his sidekicks. To grab an object or enemy, press the **Grab** (◉) button when next to the object/enemy. To throw, press and hold the **Grab** (◉) button again. Sidekicks can hold large enemies so Spider-Man can perform a team attack. To hold a large enemy as a sidekick, press the **Grab** (◉) button when close to a large enemy. Spider-Man and his sidekicks can also perform powerful finishing moves on large enemies. To do this, attack a large enemy until it is stunned and press the ◉ button when you see the icon appear.

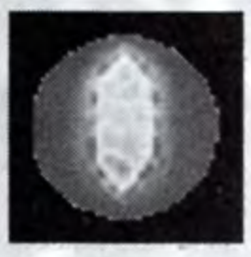
Boss Battles

Throughout his adventure, Spider-Man will run into a host of some of his most notorious enemies. These battles require a bit of strategy and careful thought as to which sidekick to take in, so choose wisely. Once defeated, these Super Villains will be persuaded to join Spider-Man and will become part of your playable sidekick roster.

Collectibles

Throughout the game you'll collect a variety of tokens and special objects. Some are dropped by enemies, some are inside objects and others are hidden, so explore each area carefully.

Tech Tokens are dropped from defeated enemies and objects. Tech tokens are the game currency and can be used to purchase upgrades and power-ups. Note: They are also hidden in bushes and other secret areas throughout the levels.



Power-ups are found inside objects in the world and can also be purchased. Power-ups are held in your player inventory and can be used at any time. Each item has a set number that can be held in inventory, so use them wisely. Note: They are also hidden in bushes and other secret areas throughout the levels.

Keystones are found hidden throughout the worlds and are used to unlock secret areas. Defeating the Phantoms in these areas will unlock the area for use in Versus mode.

DNA Helixes are also found hidden throughout the worlds and will unlock concept art in the Rewards Terminal in the Helicarrier.

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NOTES

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